



HAUGEN PERFORMANCE CONSULTING

Terms Of Use

Your (“you”, “your”, “Customer”, “Provider”, “User”) acceptance of these Terms of Use (“Terms of Use”, “Terms”) or participation on the Haugen Performance Consulting, PLLC websites and applications (collectively “HPC”) belonging to or provided by HPC (“us”, “we”, “HPC”) constitutes your agreement with HPC to bound by these Terms regardless of your participation or acceptance as a guest or registered User.

By accepting this Terms or using HPC, you represent and warrant that you are: a) over the age of 18 and are of legal capacity to enter into agreements in the jurisdiction where you reside; b) have authority and capacity to enter into these Terms; and c) have authorized representative authority to enter these Terms if you are accessing HPC on behalf of a legal entity, company, partnership, or organization.

UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO “HPC” or “THE SITE” INCLUDE ANY SOFTWARE THAT HPC PROVIDES TO YOU THAT ALLOWS YOU TO ACCESS THE WEBSITE FROM A COMPUTER OR MOBILE DEVICE (A “MOBILE APPLICATION”). BY USING HPC, YOU ARE AGREEING TO ALL THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE HPC OR ANY INFORMATION CONTAINED ON HPC.

Terms And Conditions

1. What We Do

HPC is a consulting business that does the following: 1) offers education & training courses for sport organizations (and individuals within sport organizations), corporations, and professionals; 2) provides in person or virtual consulting services to organizations and professionals; 3) is available for workshops, keynote speaking, and team consultations in person or virtual. We are not a health insurance company or licensed to sell health insurance.

USE OF OUR SITE IS NOT APPROPRIATE FOR EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL OR MENTAL HEALTH EMERGENCY, OR IF AT ANY TIME YOU ARE CONCERNED ABOUT YOUR CARE OR TREATMENT, CALL 911 OR GO TO THE NEAREST OPEN CLINIC OR EMERGENCY ROOM.

While HPC may provide access to certain general psychological information and allow individuals to interact with licensed mental health professionals, the content we provide is not intended to provide medical or psychological advice. We advise seeking the advice of a physician, licensed mental health professional, or other qualified healthcare provider with any questions regarding personal health, psychological, or medical conditions that you experience. Never disregard, avoid, or delay in obtaining medical advice from a doctor or other qualified healthcare professional because of something posted on HPC. If you have or

suspect that you have a medical or mental health problem or condition, please contact a qualified healthcare professional immediately.

THE CONTENT ON THE SITE IS NOT AND SHOULD NOT BE CONSIDERED MEDICAL ADVICE OR A SUBSTITUTE FOR INDIVIDUAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. YOU SHOULD ALWAYS TALK TO YOUR HEALTHCARE PROFESSIONAL FOR DIAGNOSIS AND TREATMENT, INCLUDING INFORMATION REGARDING WHICH DRUGS, THERAPY, OR OTHER TREATMENT MAY BE APPROPRIATE FOR YOU. NONE OF THE INFORMATION ON THE SITE REPRESENTS OR WARRANTS THAT ANY PARTICULAR DRUG, THERAPY OR OTHER TREATMENT IS SAFE, APPROPRIATE, OR EFFECTIVE FOR YOU. FURTHER, A HEALTH CARE PROFESSIONAL'S ABILITY TO USE OUR SITE IS NOT AN ENDORSEMENT OR RECOMMENDATION OF THAT HEALTHCARE PROFESSIONAL BY HPC.

To the extent medical advice is provided to you by a health care professional through an affiliation with HPC, or after your connection with them through HPC, such medical advice is based on your personal health data as provided by you to the health care professional and the local standards of care for your presenting symptoms, based on the information you provide. The medical advice provided by your health care professional is not under the control of HPC. The healthcare professional is solely responsible for any medical advice, treatment, or diagnosis.

2. Modifications

We retain and reserve the right to modify or replace these Terms, at our sole discretion, without notice at any time. If and when required by law, we will notify of applicable changes to the Terms and provide you an opportunity to review before the changes take effect. If you continue to use HPC following the changes taking effect, you will be deemed to have agreed with, and be bound by, the updated Terms.

3. Other Websites

HPC does not maintain control and assumes no responsibility for any third-party links that HPC websites may contain. All third-party links on HPC are subject to their own content, privacy, and use policies. HPC expressly disclaims all responsibility for any liability or damage or loss, direct or indirect, incurred by you through third party links. YOU AGREE THAT HPC WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference on the Site to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply the endorsement or recommendation of HPC.

4. HPC Access and Account Security

HPC reserves the right to modify, amend, or withdraw the HPC applications and/or websites in its absolute sole discretion. Parts of the HPC applications and/or website may be offline or restricted for User access at any time for any reason in HPC's discretion. The content of HPC is never deemed to be complete or up-to-date. We are not under any obligation to maintain HPC with current information, nor to delete outdated information. We are not liable for any damages incurred due to some or all inaccessibility to HPC at any time by a User.

You are required to provide certain information upon registration with HPC when using its programs. It is your obligation to maintain your information and ensure that it is current and

accurate. You agree and acknowledge that your account information is personal to you and, therefore, confidential in nature. All information provided by you during HPC registration is governed by our Privacy Policy.

We reserve the right to disable any log in credentials provided by you or by us for any reason or no reason, including any suspected violation of these Terms, without being liable for any direct or indirect damages incurred by you.

5. HPC Utilization Information

Our Privacy Policy dictates the collection, handling, and storage of all information generated in or through HPC. Your usage of HPC is your consent to the terms of the Privacy Policy.

6. Confidential Information.

“Confidential Information” shall mean confidential and proprietary business information as those terms are understood at law. Such Confidential Information shall include, for purposes of these Terms, any such information not generally known by the trade or public, even though such information has been disclosed to one or more third parties pursuant to licensing or distribution agreements or other agreements or collaborations entered into by either party. Confidential Information shall not include, for purposes of these Terms, any such information that (a) becomes generally known to the public through no act or omission of either party in breach of these Terms or through any other obligation of either party to the other; (b) was already in the recipient’s possession at the time of disclosure; (c) is rightfully received by the recipient from a person or entity legally in possession of such information; or (d) is proven by written evidence to have been independently developed by recipient prior to disclosure by the disclosing party without any reference to the Confidential Information. The parties are under a duty to protect any Confidential Information that is disclosed to them pursuant to these Terms. In the event that the disclosing party seeks an injunction hereunder, the receiving party hereby waives any requirement for the posting of a bond or any other security. In the event that a government authority legally requests a party to disclose or provide Confidential Information that is subject to the confidentiality provisions hereof, such party shall, to the extent permitted by law, notify the other party prior to disclosing or providing such Confidential Information.

You agree that you will not use the knowledge of private or personal information for any illegal, nefarious, or any other purpose other than those expressly allowed within these Terms. You agree to not disclose any Customer private or personal information for your or another’s benefit, including the use of telephone numbers, email addresses, home addresses, or financial information. You also agree to not take unauthorized photographs or audio or video recordings of Customers, Customers’ dwellings or belongings, or financial or sensitive information. You and agree and acknowledge that any violation of this Section constitutes a material breach of the Terms and may subject your User account to suspension or deactivation and civil or criminal prosecution.

7. Communications

You expressly consent to receive and accept emails, texts, calls, and notifications to your provided email and phone number through your acceptance of these Terms and becoming a User as further described in HPC’s Privacy Policy. You additionally agree to maintain

up-to-date contact information with HPC for the purposes of HPC's communications with you. If you desire to opt-

out of receiving communications from us, you must notify HPC of this in writing or by using the unsubscribe feature on our communications.

HPC may record telephone conversations and written communications (“Communications”) for the purposes of training and quality control. We may also store Communications for our legitimate business purposes including customer service, fraud prevention, and compliance with these Terms.

8. Moderation and Enforcement

HPC maintains the right, in its sole discretion, to remove any User Content for any reason or no reason. HPC has the sole right to work with law enforcement or court authorities that request or direct us to provide identification information of any User or for the turning over of any User Content. To the fullest extent allowed by law, HPC does not have any obligation or duty to edit or control User Content published to or through HPC. You acknowledge and agree that your use of HPC may expose you to information or images that may be offensive, indecent, or objectionable. You agree by your use of HPC’s materials to release HPC and waive any and all legal or equitable right or remedy you have or may have against HPC concerning User Content.

9. Prohibited Use

You may only use HPC for lawful purposes. Therefore, you agree to not:

- a. Access HPC through another User’s account, whether with or without said User’s knowledge, or mispresent your identity, skills, certifications, or qualifications on HPC;
- b. Introduce or upload malicious programs into or onto HPC (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.) or use any system that automatically crawls, scrapes, or reads the HPC application or website. Public search engines may use crawlers or spiders for the sole purpose of copying materials for inclusion in publicly searchable indices of materials; however, caching or archiving of any material is strictly prohibited;
- c. Recreate or reverse engineer HPC or any content contained herein;
- d. Spam Users through HPC;
- e. Takeover, circumvent, interfere, or compromise any of the HPC infrastructure or security provisions that causes HPC to crash, slow down, redirect, or prohibit User access;
- f. Circumvent any of these Terms for personal gain and in an attempt to not pay HPC as required under these Terms;
- g. Sell any personally identifiable information as defined in the California Consumer Privacy Act, including such belonging to Users;
- h. Take any action that compromises User rating and review systems;
- i. Undertake any illegal or fraudulent activity through HPC; and
- j. Attempt to directly or indirectly undertake any of the foregoing.

10. IP Rights, Limited Licenses Granted

Users are granted a personal, non-sublicensable, non-exclusive, non-transferable, limited license to use HPC for personal use or for the use by an entity that you are authorized to act on behalf of subject to these Terms. Except as permitted under a separate written authorization from HPC, Users shall not use the Copyrighted Materials for any other purpose. "Copyrighted Materials" includes, but are not limited to, text, graphics, logos, icons, audio, downloads, data compilations and software, and any and all other content on HPC other than User Content. Copyrighted Materials belong solely to HPC or its licensors and are protected by United States and international copyright laws.

11. Fees for Service

Users shall be charged a Fee for Services rendered pursuant to the quote provided by HPC in based on a) the requirements of the Services, or b) any additional Services provided at the same time.

12. Payments of Fees

Users shall not circumvent HPC to schedule or pay for Services outside of HPC. As a condition of your using HPC's services, Users agree to provide accurate payment information and keep said information updated as necessary. When using content (CE and/or training courses; Mental Health First Aid courses; gifting services) Customers must register a credit, debit, or prepaid card when purchasing or registering for the HPC content. You expressly authorize us to charge your registered payment card for the Services purchased. In order to process payments between Users, you authorize us to share your banking and payment information with HPC's payment processor.

If payment of the Total Fees fails to process, the Services will be not be performed; you are solely responsible for ensuring that your preferred payment method is up-to-date and that the Total Fees are received by HPC. We may seek authorization of your preferred payment method in our sole discretion. This authorization is not a charge; however, it may reduce the availability of funds in your account during the authorization process. If our authorization attempt exceeds your account's available funds, you may be subject to an overdraft fee due to insufficient funds by your bank or card issuer. We are not responsible for any insufficient fund charges you may incur.

HPC shall not be held responsible for any damages that you may incur, directly or indirectly, from the release of any payment information. HPC uses commercially reasonable efforts to protect financial information, but we expressly disclaim any liability, and you release us from any liability, related to the release or compromise of your financial information held by us or provided to our payment processor.

13. Cancellations and Force Majeure

Providers and Customers may cancel Services through HPC; however, consistent and improper cancellations may lead to your User account being suspended or deactivated.

A User will not be liable for any failure or delay in performing an obligation under these Terms that is due to any of the following causes (which events and/or circumstances are to as "Force

Majeure Events”), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication

facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy; provided that the parties stipulate that Force Majeure Event shall not include the novel coronavirus COVID-19 pandemic which is ongoing as of the date of the acceptance of these Terms. For the avoidance of doubt, Force Majeure Events shall not include (a) financial distress nor the inability of a User to make a profit or avoid a financial loss, or (b) a User's financial inability to perform its obligations hereunder.

14. Release

YOU EXPRESSLY UNDERSTAND AND AGREE THAT HPC WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF HPC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SITE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SITE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SITE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SITE; (F) ANY OTHER MATTER RELATING TO THE SERVICE; (G) ANY BREACH OF THESE TERMS BY HPC OR THE FAILURE OF HPC TO PROVIDE THE SERVICE UNDER THESE TERMS OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to You.

15. Digital Millennium Copyright Act ("DMCA")

HPC respects the intellectual property rights of others. Per the DMCA, HPC will respond expeditiously to claims of copyright infringement on HPC if submitted to HPC Copyright Agent as described below. Upon receipt of a notice alleging copyright infringement, HPC will take whatever action it deems appropriate within its absolute and sole discretion, including removal of the allegedly infringing materials and termination of access for repeat infringers of copyright protected content.

If you believe that your intellectual property rights have been violated by HPC or by a third-party who has uploaded materials to our website, please provide the following information to the designated Copyright Agent; a) description of the copyrighted work or other intellectual property that you claim has been infringed; b) description of where the material that you claim is infringing is located on HPC; c) an address, telephone number, and email address where we can contact you and, if different, an email address where the alleged infringing party, if not HPC, can contact you; d) a statement that you have a good-faith belief that the use is not authorized by the copyright owner or other intellectual property rights owner, by its agent, or by law; e) a statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf; f) your electronic or physical signature.

HPC may request additional information before removing any allegedly infringing material. In the event HPC removes the allegedly infringing materials, HPC will immediately notify the person responsible for posting such materials that HPC removed or disabled access to the

materials. HPC may also provide the responsible person with your email address so that the person may respond to your allegations.

Pursuant to 17 U.S.C. 512(c), HPC designated Copyright Agent can be reached by emailing hello@haugenperformance.com Attn: HPC Copyright Agent.

16. Dispute Resolution

Any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Grand Forks, North Dakota before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

In any arbitration arising out of or related to these Terms, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

17. Waiver of Class Actions and Class Arbitrations

YOU AND HPC AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. CLASS ACTION LAWSUITS, CLASS-WIDE ARBITRATIONS, PRIVATE ATTORNEY-GENERAL ACTIONS, AND ANY OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY ARE NOT ALLOWED. ACCORDINGLY, UNDER THE ARBITRATION PROCEDURES OUTLINED IN THIS SECTION, AN ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING.

18. Opt-Out

You may elect to opt-out (exclude yourself) from the final, binding, individual arbitration procedure and waiver of class and representative proceedings specified in this Agreement by sending a written letter (Certified Mail Receipt) to HPC within thirty (30) days of your acceptance of the Terms of Use.

19. Settlement Prior To Arbitration

Prior to arbitration, the parties shall conduct settlement negotiations in the following manner:

a. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the

controversy and who are at a higher level of management than the persons with direct responsibility for administration of these Terms. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (i) a statement of each party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place.

b. Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired.

c. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

d. At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to these Terms except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph (a) above.

e. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Paragraphs (a) and (b) above are pending and for fifteen (15) calendar days thereafter. The parties will take such action, if any, required to effectuate such tolling.

20. Disclaimer of Warranties.

EXCEPT AS SET FORTH IN THESE TERMS, HPC DISCLAIMS AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HPC DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY HPC OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. HPC ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR PROVIDER'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO HPC BY OR ON BEHALF OF CUSTOMER.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

21. Limitation of Liability

HPC SHALL HAVE NOT ANY LIABILITY TO USERS: (A) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER; OR (B) ANY LOSS OF PROFITS, LOSS OF REVENUE, ANTICIPATED SAVINGS, LOSS OF BUSINESS OR LOSS OF DATA, ARISING DIRECTLY OR INDIRECTLY FROM THESE TERMS WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE OR ACTUALLY FORESEEN. USERS ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL HPC BE LIABLE FOR DAMAGES OF ANY NATURE EXCEEDING THE TOTAL CHARGES PAID OR DUE FOR THE SERVICES DURING THESE TERMS.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

22. Indemnification

In the event suit is brought against HPC for infringements, violations, or misappropriations of a valid third party claim or any violation by you of these Terms, by you, your affiliates, employees, assigns or contractors, you hereby agree to indemnify to the fullest extent of the law HPC, its officers, directors, general partner, limited partners and/or employees, including reimbursement for its reasonable attorney's fees; provided that User is notified promptly in writing of such suit. HPC reserves the right to retain counsel of its choice.

23. Governing Law; Jurisdiction

These Terms are governed and interpreted pursuant to the laws of the State of North Dakota, United States of America, notwithstanding any principles of conflict of law. For all disputes, not subject to arbitration under Section 20 hereof, you agree to submit to the personal jurisdiction and venue of the courts located within Grand Forks County, North Dakota, and waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

24. Assignment

HPC retains the right to assign these Terms and its rights or obligations under it, in whole or in part, to any present or future affiliate or to any entity, which acquired HPC, its application, or its website from HPC. You may not assign your rights or obligations under these Terms without the express written consent of HPC. Any assignment without the express written consent of the HPC will be void.

25. Waiver and Severability

The failure of HPC to assert any of its rights under these Terms in the event of breach or default by you will not be deemed to constitute a waiver by HPC of its right thereafter to enforce each and every provision of these Terms in accordance with their terms.

In case any provision in these Terms shall be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired thereby.

26. No Agency

No agency exists between you and HPC and the only relationship exists hereby is that of independent contractors. These Terms do not create or intend to create any relationship other than independent contractors including partnership, employer-employee, contractor-subcontractor, joint venturer, or franchisor-franchisee.

27. Term and Termination

These Terms are effective upon your creation of a HPC User account. You may cease use of HPC's website or applications at any time for any reason. We may suspend or deactivate your User account as stated within these Terms. These Terms, as amended or modified by us at any time, with or without notice, remain in full force and effect until you or HPC deactivate your User account. Notwithstanding this Section any Release, terms of Arbitration, Disclaimer of Warranties, Limitation of Liabilities, and Indemnification survive any Termination or deactivation of your account.

28. Entire Agreement

These Terms constitute the entire understanding and agreement of you and HPC with respect to the subject matter hereof and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between the parties.

29. Contact Us

If you have any questions about these Terms or otherwise need to contact HPC for any reason, you can reach us by email at [hello @ haugenperformance.com](mailto:hello@haugenperformance.com).

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